

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fidelia Technology, Inc.		11/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	625 Marquette Avenue South
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3072869	BUSINESS CONTAINER
Registration Number:	2684514	FIDELIA
Registration Number:	2966187	FIDELIA INSTANT BUSINESS VISIBILITY
Registration Number:	2790277	FIDELIA NETVIGIL
Registration Number:	2869198	INSTANT BUSINESS VISIBILITY
Registration Number:	2918778	NETVIGIL

CORRESPONDENCE DATA

Fax Number: (650)251-5117

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jnull@stblaw.com

Correspondent Name: Marcela Robledo

Address Line 1: 2550 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:

068865/0006

900090811

TRADEMARK
REEL: 003652 FRAME: 0271

OP \$165.00 3072869

NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	11/01/2007
Total Attachments: 7 source=Fidelia Technology, Inc. TM SI#page1.tif source=Fidelia Technology, Inc. TM SI#page2.tif source=Fidelia Technology, Inc. TM SI#page3.tif source=Fidelia Technology, Inc. TM SI#page4.tif source=Fidelia Technology, Inc. TM SI#page5.tif source=Fidelia Technology, Inc. TM SI#page6.tif source=Fidelia Technology, Inc. TM SI#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of November 1, 2007, is made by FIDELIA TECHNOLOGY, INC., a Delaware corporation, located at 310 Littleton Road, Westford, Massachusetts 01886 (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Collateral Trustee (the "Trustee") for the holders of the Notes (the "Holders") issued pursuant to the Indenture, dated as of November 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among NetScout Systems, Inc. (the "Company"), the subsidiary guarantors parties thereto, and the Trustee.

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, the Company intends to issue to the Holders its Senior Secured Floating Rate Notes Due 2012;

WHEREAS, in connection with the Indenture, the Company and certain other subsidiaries of the Company have executed and delivered a Security Agreement, dated as of November 1, 2007, in favor of the Trustee (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Trustee for the benefit of the Trustee and the Holders, a continuing security interest in all Intellectual Property, including all of its rights in the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to guarantee the obligations of the Company with respect to the Notes and the Indenture, the Grantor agrees, for the benefit of the Trustee and the Holders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Trustee for the benefit of the Trustee and the Holders to secure payment, performance and observance of

the Obligations; provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any intent-to-use application at the United States Patent and Trademark Office with respect to any Trademark to the extent an assignment for security purposes would void the same.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Trustee in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Trustee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Holders and the Trustee with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

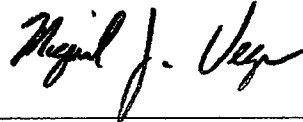
FIDELIA TECHNOLOGY, INC.

By: 
Name:
Title:
Date:

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts)
) ss
COUNTY OF Suffolk)

On the 31st day of October, 2007, before me personally came David P. Sommers, who is personally known to me to be the President of FIDELIA TECHNOLOGY, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the President in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.



Notary Public

(PLACE STAMP AND SEAL ABOVE)

WELLS FARGO BANK, NATIONAL ASSOCIATION.
as Collateral Trustee for the Holders

By: Jane Schweiger
Name: **Jane Y. Schweiger**
Title: **Vice President**
Date: **November 1, 2007**

ACKNOWLEDGMENT OF COLLATERAL TRUSTEE

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

On the 31st day of October, 2007, before me personally came Jane Y. Schweiger, who is personally known to me to be the Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Notary Public



JEFFERY T ROSE
Notary Public
Minnesota
My Comm. Expires Jan 31, 2010

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Registered Mark	Jurisdiction	Application / Registration No.	Registration Date
Fidelia Technology, Inc.	BUSINESS CONTAINER	United States	3,072,869	3/28/2006
Fidelia Technology, Inc.	FIDELIA	United States	2,684,514	2/4/2003
Fidelia Technology, Inc.	FIDELIA INSTANT BUSINESS VISIBILITY	United States	2,966,187	7/12/2005
Fidelia Technology, Inc.	FIDELIA NETVIGIL	United States	2,790,277	12/9/2003
Fidelia Technology, Inc.	INSTANT BUSINESS VISIBILITY	United States	2,869,198	8/3/2004
Fidelia Technology, Inc.	NETVIGIL	United States	2,918,778	1/18/2005